

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT RENEWAL

| | | |
|----------------------------------|-----------------------|--------------------------|
| TO: INGRAM LIBRARY SERVICES, LLC | ORIGINAL DATE ISSUED: | <u>7/1/2017</u> |
| ONE INGRAM BOULEVARD | CONTRACT NO: | <u>21-LIB-R-142</u> |
| LA VERGNE, TENNESSEE 37086 | CONTRACT TITLE: | <u>LIBRARY MATERIALS</u> |

THIS IS A NOTICE OF A RIDER CONTRACT RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA

LEAD AGENCY CONTRACT NUMBER: 2017-71500-01

EFFECTIVE DATE: 7/1/2021

EXPIRES: 6/30/2022

RENEWALS: NO RENEWALS REMAINING

COMMODITY CODE(S): 71505

LIVING WAGE: N

ATTACHMENTS:

COMMONWEALTH OF VA CONTRACT 2017-71500-01 RENEWAL

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: PAMELA R SMITH

VENDOR TEL. NO.:

(615) 213-5373

EMAIL ADDRESS: PAMELA.SMITH@INGRAMCONTENT.COM

COUNTY CONTACT: PETE PETRUSKI (LIB)

COUNTY TEL. NO.:

(703) 228-6339

COUNTY CONTACT EMAIL: PPETRUSKI@ARLINGTONVA.US

**LIBRARY OF VIRIGNIA, ON BEHALF OF
MID-ATLANTIC LIBRARY ALLIANCE, INC. (MALIA)**

Contract Renewal/Modification

Date: May 5, 2021

Contract: 2017-71500-01

Modification Number: 1

Renewal Number: 2

Issued By: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALIA)
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Contractor: Ingram Library Services, LLC
One Ingram Blvd.
La Vergne, TN 37086-1986

This contract modification is replace the following sections:

VI. General Terms and Conditions

Page 2 of Ingram Response

J. Payment

Payment terms will honor contract terms at Net 30 days EOM:

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms. Items will be invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the Library upon invoice.

Payment terms under this Contract shall be Net 30 Days, EOM. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30

days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Freight: page 49 of Ingram Response:

For libraries with a minimum of \$50,000 in annual expenditures with Ingram or a commitment to meet this annual expenditure level, Orders will ship with **Ingram-paid freight from your current primary distribution center**. Shipments of 15 or more units from your secondary distribution center qualify for Ingram-paid freight. Shipments of less than 15 units from your secondary distribution center will be charged a flat \$5.00 shipping fee. This flat fee amount or qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

For libraries with less than \$50,000 in annual expenditures with Ingram, shipments of 15 or more units from your primary distribution center or from your secondary distribution center will qualify for Ingram-paid freight. Shipments of less than 15 units will be charged a flat \$5.00 shipping fee. Items picked, packed, and shipped together count as an individual shipment. This flat fee amount or qualifying unit quantity is subject to change with notice. Shipping will be via best method, which may include order or account consolidation, shipping schedules or other account setting adjustments to maintain freight costs below 2% of invoice. Ingram does not currently assess any additional fees for shipping. However, given the unpredictable impact of rising oil prices, Ingram reserves the right to assess a fuel surcharge with notice.

This renewal Agreement is entered into pursuant to the basic Contract with the following changes:

PERIOD OF AGREEMENT: From July 1, 2021 through June 30, 2022 with no renewals remaining.

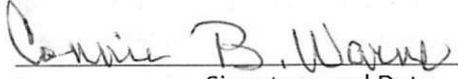
STATUS OF PERSONNEL: Debra Weiss, has been designated as the Contract administrator.

Except for the changes provided herein, all other terms and conditions of the basic Contract remain unchanged and in full force and effect.

Contractor

 May 7, 2021
Signature and Date
Pamela R. Smith, Vice President & General Manager
Name and Title (Printed)

Library of Virginia

 5/7/2021
Signature and Date
Connie B. Warner, Deputy
Name and Title (Printed)